

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that, pursuant to the requirements of Section 103 of the General Municipal Law, sealed bids will be received at the Town Clerk's Office, Town of Greece, One Vince Tofany Boulevard, Greece, New York 14612, until 3:00 p.m., on Wednesday, October 9, 2013, at which time they will be publicly opened and read aloud for the following:

- **Roofing and Gutter Repair for Various Town Facilities**
 - **Firing Range Improvement Project**
-

All bids, including all required documentation, must be submitted in sealed envelopes before 3:00 p.m. on the date of the bid opening, as stated above, to the above address, and shall bear on the face thereof the purchase or sale to which they relate and the name and address of the bidder, and shall be in conformity with the specifications and bid documents which will be furnished by the undersigned.

The Town Board of the Town of Greece reserves the right to reject any and all bids received.

Dated: September 20, 2013

Patricia W. Anthony
Town Clerk
Town of Greece

TOWN OF GREECE

SPECIFICATIONS FOR ROOFING AND GUTTER REPAIR

SERVICES CONTRACT

INTENTION:

Intention: It is the intention of the Town of Greece to contract, based on an hourly rate, for roofing and gutter repair and as determined by the Owner for various Town Facilities. Such facilities include but not limited to, the Greece Town Hall Campus- Town Hall, Main Library, Town Court , Community Senior Center and 647 Long Pond Road- Department of Public Works, 500 Maiden Lane- Police Precinct #2, 400 Island Cottage Road Police Precinct #1, 2780 Dewey Ave Barnard Crossing Library, etc.

CONTRACT
AWARD:

The Town intends to award a contract to the lowest responsible and responsive bidder. The Town reserves the right to reject any and all bids if deemed to be in the best interests of the Town of Greece.

CONTRACT
TERM:

Contract will start with the date of the contract award(October 15th, 2013) and run through September 30th, 2014, with the option to renew the contract up to four (4) additional one (1) year periods at the mutual consent of both parties. With a possible final expiration date of September, 30th, 2018.

QUALIFIED
BIDDER:

The successful bidder must be prepared to present satisfactory proof of his capacity to meet the terms of this contract including but not limited to appropriate staff, inventory and equipment. . The successful bidder must allow a Town representative to inspect the bidders facilities and/or request three (3) references to verify his capacity to complete the contract. **Prior to bid, each prospective bidder may contact Steve Cantatore (585)723-2339 to arrange an inspection of each facility.**

DATA SHEET:

The data sheet must be completed and signed with the bid. All exceptions shall be fully and completely noted. If no exception is taken and fully noted on the data sheet, the vendor shall supply all materials as specified herein

**SPECIFICATION
ALTERATIONS:**

Specifications will be construed to be complete and be considered the entire description of the goods or services upon which the Town is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Town employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

WAGE RATES:

Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and his Sub-Contractors) will be obligated to pay all workers in the covered classes the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules that have been established, or may hereafter be established or increased, by the New York State Department of Labor during the contract term. Wage schedules are in effect from through the terms of the contract, , but may be amended throughout the period. **It is the responsibility of the Contractor to pay per the current wage schedule. Please visit the New York State Department of Labor website at www.labor.state.ny.us for the current schedules. The PRC # assigned to this contract is 2013008562.**

HOURLY RATE:

The Contractor shall be paid for the number of hours actually expended at the job site times the labor rate per hour as bid. Overtime rate shall be defined as time and one half of the hourly rate after eight (8) hours per day and on Saturdays (1.5 x labor rate per hour). Double time shall be defined as double the hourly rate for Sundays and holidays (2 x labor rate per hour). The Town will not pay for travel time.

**CERTIFIED
PAYROLL
RECORDS:**

Contractors are required to deliver subscribed and sworn payroll transcripts to the Town within 1 week after issuance of the payroll. The transcript shall be accompanied by a statement under penalties of perjury signed by the Contractor indicating that the payrolls are accurate and complete, that the wage rates contained therein are not less than those determined by the New York State Department of Labor, and that the classifications set forth for each laborer or mechanic including apprentices and trainees, conform with the work he performed.

PRICE INCREASE:

The labor rate per hour shall remain firm for the contract term unless established wage schedules are increased by the New York State Department of Labor. In the event such wages are increased by NYSDOL., the Contractor's labor rate per hour may be increased at a percentage exactly equal to that of NYSDOL wage schedules.

**WRITTEN
ESTIMATES:**

In every instance that the Contractor anticipates that a job may cost \$500.00 or more, the Contractor must, prior to commencing work, give a written estimate for the work to Steve Cantatore of the Town Hall. The estimate must show labor and materials cost. The Town reserves the right to independently purchase any equipment or supplies needed to execute a project conducted under this contract. The Contractor may not proceed with the work until approval is given by Steve Cantatore or his designee. If the estimate is considered too high, the Town maintains the option of obtaining open market quotations, providing materials or changing the scope of the work. The Town also maintains the right to cancel a request.

**MATERIAL
COSTS:**

All materials shall be itemized on each invoice and billed at **ten percent (10%)** above the Contractor's cost. Each item must include a full description including manufacturer, stock number, and unit price. The Town reserves the right to audit the Contractor's records to determine that the Town is being charged no more than ten percent (10%) of the Contractor's cost.

**EMERGENCY
WORK
REQUESTS:**

The Contractor must maintain a telephone number when he can be reached twenty-four (24) hours per day, seven(7) days per week.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of Steve Cantatore.

**WARRANTY/
GUARANTEE:**

Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant/guarantee all goods/services for a period of one (1) year term from the date of acceptance and Bidder shall be obligated to repair or replace all defects in material or workmanship which are discovered or exist during said one (1) year period. All

labor, parts and transportation shall be a Bidder's expense.

EXCEPTIONS:

Any exception to this bid must be in writing and attached to the Proposal Sheet.

NON-COLLUSIVE BIDDER'S CERTIFICATION: Must be furnished with each bid.

RESERVATION: The Town reserves the right to judge all equivalencies, to waive any minor informalities, and to waive any minor deviations from specifications.

ADDITIONAL INFORMATION: Any bidder who requires additional information may contact, Steve Cantatore at (585)-723-2339.

INSURANCE REQUIREMENTS

The Contractor shall procure and maintain at his own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Contractor or by his subcontractors. **The Town of Greece must be named as Certificate Holder and Additional Insured on all policies.**

Within ten (10) days after notice of award, the Contractor shall furnish to the Town evidence of insurance in a form satisfactory to the Town Attorney showing that he has complied with all insurance requirements set forth herein, such evidence shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Town. Please note, a certificate of insurance alone is not sufficient as proof of the Town covered as Certificate Holder and an Additional Insured. A policy endorsement from the Contractor's carrier is required. Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this bid solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKER'S COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Worker's Compensation Law, covering all operations under Contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law know as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.
- B. **LIABILITY AND PROPERTY DAMAGE INSURANCE:**
 - (1) **CONTRACTOR'S LIABILITY INSURANCE** issued to the Contractor and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the within Contract. All of the following coverages shall be included:

Comprehensive Form
Premises-Operations
Products/Completed Operations
Contractual Insurance covering the Hold Harmless Provision
Broad Form Property Damage
Independent Contractors
Personal Injury

- (2) CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE issued to the Contractor and covering the liability for damages imposed by law upon the said Contractor for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the agreement. The contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in New York State such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and from which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the work performed.
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
 3. claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Contractor's employees.
 4. claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person.
 5. claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 6. claims for damages because of bodily injury, death or property damage arising out of ownership, maintenance or use of a motor vehicle.
 7. claims involving contractual liability insurance applicable to the Contractor's obligations contained herein.
- (3) OWNER'S PROTECTIVE LIABILITY INSURANCE issued to the Contractor and the Town of Greece, which covers the liability for damages imposed by law on the Town with respect to all work performed by the Town Contractor and his subcontractors under the agreement resulting from this bid offering.

The insurance shall be written for not less than limits of liability specified below required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment. Unless otherwise specifically required by special specifications, each policy shall have limits of not less than the following:

BODILY INJURY LIABILITY	PROPERTY DAMAGE LIABILITY
Single Limit	Single Limit
\$1,000,000 each person	\$3,000,000 each occurrence
\$1,000,000 each occurrence	

C. **MOTOR VEHICLE INSURANCE** issued to the Contractor and covering public liability and property damage on the Contractor's vehicles in the amount of:

BODILY INJURY LIABILITY		PROPERTY DAMAGE LIABILITY	
Each Person	Each Occurrence	Each Accident	Aggregate
\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

DETAILED SPECIFICATIONS

- 1.) All scheduled labor shall be performed during normal working hours unless otherwise agreed upon.
 - 2.) All labor shall be performed with experienced personnel employed/supervised by the successful bidder.
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- 3.) Twenty- four hour emergency service with a pre-determined rate.

REFERENCES

1. Name: _____

Address: _____

Phone: _____

Business: _____

2. Name: _____

Address: _____

Phone: _____

Business: _____

3. Name: _____

Address: _____

Phone: _____

Business: _____

PROPOSAL OR BID FOR PERFORMANCE OF MUNICIPAL CONTRACT

TO THE TOWN BOARD OF THE TOWN OF GREECE
MONROE COUNTY, GREECE, NEW YORK

The undersigned, desiring to interpose a bid for (work to be rendered and) (materials to be furnished in connection with the following:

- **Roofing and Gutter Repair for Various Town Facilities**

do accept all terms, conditions and agreements contained and set forth in Notice to Bidders Dated_____,20____, and do certify, agree and propose, as follows:

The undersigned declare that the only persons interested in this proposal or (contract) as principals are as stated:

That the proposal is in all respects made without collusion or fraud;

That no person is directly or indirectly interested therein that they (he) have (has) carefully examined the (location of the proposed work , the annexed proposed form of contract and the plans and) specifications therein referred to;

and hereby propose and agree that if this proposal is accepted, that they (he) will contract with the Town of Greece in the materials (supply all necessary machinery, tools and apparatus) and do all the work specified in the contract in the manner and time herein specified in the contract in the manner and time herein specified and to take in full payment therefor the prices so noted.

The undersigned agree to complete the (work) (delivery) within____days. The full names and residences of all persons and parties interested in the foregoing bids and principals are as follows:

Dated_____

at _____, New York, on this ____day of _____, 20____.

Signed by:_____

NON-COLLUSIVE BIDDERS CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder, or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly, or indirectly to any other bidder or to any competitor, and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

This bid or proposal is for the following project:

- **Roofing and Gutter Repair for Various Town Facilities**

The forgoing is a true and correct copy of the resolution adopted by _____

Corporation at a meeting of its Board of Directors held on the _____ day of _____, 20____.

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I hereby affirm under the penalties of perjury that the foregoing statement is true.

BID SHEET

Annual roofing repair services for various Town facilities:

Hourly labor rate during standard working hours: \$ _____

*This rate (and emergency rate) should be all inclusive, extra charges will not be honored such as fuel charge, service call charge, truck charge, travel time, etc.

Hourly labor rate for emergency service outside of normal business hours \$ _____

Please note:

1. All deviations must be clearly and completely outlined on the exceptions sheet.
2. A non-collusive bidding certificate must accompany all bids.
3. The Town reserves the right to reject any or all bids, to waive any minor informalities and/or minor deviations, as it sees fit.

Signed: _____

Title _____

Representing _____

Address _____

Telephone _____

Federal Employer Identification Number _____

EXCEPTIONS

Please explain below any exceptions to the Technical Specifications along with your suggested alternative (attach detailed information if necessary):
